



STAMP DUTY  
PAID

## GOODS IN TRANSIT TAKAFUL CERTIFICATE

**Whereas** the Certificate Holder (hereinafter called the "Participant") named in the Schedule hereto has by an application and declaration shall be the basis of this contract and is deemed to be incorporated herein has applied to **Etiqa General Takaful Berhad (201701025031)** (hereinafter referred to as "the Takaful Operator) for the Takaful cover in the terms hereinafter contained.

**NOW THIS CERTIFICATE WITNESSES** that if during the Period of Takaful whilst in or on or being loaded on or unloaded on or unloaded from any road vehicle or passenger or goods train or whilst temporarily housed in the ordinary course of transit whether on or off the said conveyances with the said conveyances within the Territorial Limit shall be lost destroyed or damaged by

### Fire Theft or Accidental Means

Then the Takaful Operator shall indemnify the Participant in respect of such loss destruction or damage but not exceeding the Limit of Liability specified in the Schedule or the amount declared in the Schedule on each item of the Property covered in respect of such transit.

**PROVIDED** that if the total value of the Property in transit exceeds the limit of liability or the amount declared in respect of each transit then the Participant shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss destruction or damage accordingly.

### Exclusions

The Company shall not be liable in respect of:-

- 1) Loss or destruction of or damage to livestock, explosives, goods of a danger nature, tobacco, cigarettes, cigars, wines, spirits, radio, televisions, tape recorders, furs, watches, clocks, jewellery, gold and silver articles, precious metals and stones, bullion, cash bank notes, stamps, deeds bonds, securities, bills of exchange, documents, manuscripts or plans.
- 2) Destruction of or damage to china, glass, earthenware, picture, scientific instruments, statuary, marble or plasterwork, articles of value or the like unless caused by (a) fire (b) theft (c) an accident to the conveyance or (d) an object falling on to the conveyance.
- 3) Damage to furniture including paintings, pictures, drawing, etching as a result of scratching, rubbing or abrasion.
- 4) Loss of any liquid gas or goods from containers by leakage or spilling unless caused by (a) fire (b) an accident to the conveyance or (c) an object falling onto the conveyance.
- 5) Loss destruction or damage caused by weather atmospheric wear and tear moth vermin insects damp mildew rust defective packing hooks or slings delay loss of market depreciation or deterioration contamination fermentation or spontaneous combustion or consequential loss of any kind.

- 6) Loss destruction or damage whilst the property is temporarily housed in the course of transit for the purpose of storage making up packing or processing.
- 7) Loss destruction or damage occasioned by or happening through volcanic eruption subterranean fire earthquake or other convulsion of nature war invasion act of foreign enemy, hostilities (whether war will be declared or not), civil war rebellion revolution insurrection military or usurped power riot strike or civil commotion.
- 8) Loss destruction or damage occasioned by or happening through confiscation nationalisation detention request ion or wilful destruction by any government public municipal local or customs authority.
- 9) Theft or pilferage in which any employee of the Participant is concerned as principal or accessory.
- 10) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fission.
- 11) Any accident, loss damage or liability directly or indirectly cause by or contributed to by or arising from nuclear weapons material.

## Conditions

This Certificate and the Schedule shall be read together as one contract and any word expression to which a specific meaning has been attached in any part of this Certificate or of the Schedule shall bear such meaning wherever it may appear.

- 1) Every notice or communication to be given or made under this certificate shall be delivered in writing at the Head Office or any Branch office or Agency of the Takaful Operator from which this Certificate was issued and notice or knowledge of anything relating to the Certificate or any claim hereunder shall not be deemed to be notice to or within the knowledge of the Takaful Operator unless so given and no alteration in the terms of this Certificate nor any endorsement hereon will be held valid unless the same is signed or initialled by an authorised representative of the Takaful Operator.
- 2) The Participant shall take all reasonable precautions for the safety of the property and shall act with reasonable despatch in all circumstances within their control.

When the property is carried on any vehicle or trailer owned or operated by the Participant then the Participant shall exercise all care and diligence in the selection of steady trustworthy sober and competent employees and shall see all vehicles or trailers are overhauled periodically and maintained in an efficient and roadworthy condition.

- 3) On the happening of any event giving rise or likely to give rise to a claim under this Certificate coming to his knowledge the Participant shall
  - a) give immediate notice thereof in writing to the Takaful Operator stating the circumstances of the claim and as soon as possible and in any event within thirty days of such notice, deliver to the Takaful Operator a statement in writing with all particulars and details reasonably practicable of the property affected and the value thereof excluding profit of any kind and of the loss destruction or damage, the company shall be under no liability for any loss or damage occurring in connection with such event.
  - b) take immediate steps to minimise the damage and recover any missing property and give notice to any Third Party who had custody of the property or who may be responsible for loss destruction or damage

- c) If the claim be one theft give immediate notice to the police.
- 4) If at the time of the happening of any loss destruction or damage covered by this Certificate there shall be any other Takaful/insurance covering the same risks whether affected by the Participant or not then Takaful Operator shall not be liable to pay more than their rateable proportion of the loss destruction or damage. Each article of property covered by this Certificate shall be separately subject to this condition.
  - 5) Nothing contained herein shall give any rights against the Takaful Operator to any person other than the Participant, and the Takaful Operator will not be bound by any passing of the interest of the Participant otherwise than by death, unless and until the Company shall by endorsement hereon declare the Takaful to be continued
  - 6) If the application or declaration of the Participant is untrue in any respect, or if any material fact affecting the risk be incorrectly stated therein or omitted therefrom, or of this Takaful, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, then, in any of these cases, this Certificate shall be void.
  - 7) The Takaful Operator may, provided it is necessary, reasonable and justifiable by notice in writing to the Participant give seven days' notice of their intention to terminate this certificate and returning on demand a proportion of the Contribution corresponding to the unexpired period of Takaful adjusted in accordance with Condition 10 thereof.
  - 8) The Participant shall not without the consent in writing of the Takaful Operator incur any expenses whether by litigations or otherwise or make any payment offer promise settlement arrangement or admission of liability in respect of any claim for which the Takaful Operator may be liable under this Certificate. The Takaful Operator shall in respect of anything covered under this Certificate be entitled to take over and conduct in the name of the Participant at their own expenses and for their own benefit any claim for indemnity or otherwise against any persons and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Participant shall give all such information and assistance as the Takaful Operator may require.
  - 9) The Takaful Operator shall be entitled to reinstate or replace the property lost destroyed or damaged as the case may be instead of paying the amount of the loss destruction or damage. Upon the payment of any claim for loss under this Certificate the property in respect of which such payment is made shall belong to the Takaful Operator.
  - 10) The first Contribution and all renewal Contribution that may be accepted are to be regulated by the total value of all the property despatched during each period of Takaful. The Participant shall keep an accurate record of all such values and shall at all reasonable times allow the Company to verify such record and within one month of the expiry of the each period of indemnity shall furnish the Company with a correct account of the amount so recorded and if such amount shall differ from that on which the Contribution has been paid the difference in Contribution shall be met by a further proportionate payment.
  - 11) If any difference arises as to the amount of the Company's liability under this Certificate, such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by both parties or if they cannot agree upon a single arbitrator, to the decision of two arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so in writing by the other party and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed in writing by the arbitrators before entering on the reference, and an award by arbitration shall be condition precedent to any right of action against the Takaful Operator as regards any dispute regarding the amount of the Takaful Operator's liability under this Certificate.
  - 12) In no case whatever shall the Takaful Operator be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is the subject of pending court action or arbitration.

- 13) If a claim be made by or on behalf of the Participant which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof no claim shall be recoverable hereunder.
- 14) The due observance and fulfilment of the terms conditions and endorsements of this certificate by the Participant in so far as they relate to anything to be done or complied with by the Participant and truth of the statements and answers in the said application and declaration shall be conditions precedent to any liability of the Takaful Operator to make any payment under this Certificate.
- 15) This Takaful certificate adopts the international standards wording, as such it may contain insurance terminologies. Accordingly, such terminologies shall be construed in accordance with the corresponding Takaful terminologies, as follows:-

Correct Takaful term	Insurance terms used
Participant	Assured
Takaful	Insurance
Person Covered	Insured
Takaful Operator	Insurer
Interest Covered	Interest Insured
Period of Takaful	Period of Insurance
Certificate	Policy
Contribution	Premium
Sum Covered	Sum Insured

However, where the context requires, certain insurance terminologies may remain in this Takaful certificate.

#### 16) Takaful & Surplus Distribution Clause

The Participant agrees to participate in this General Takaful scheme based on the principle of Takaful and to pay the contribution on the basis of Tabarru' (donation) for the purpose of mutual support of other participants and upon payment of the contribution to the General Takaful Fund (Fund), the Participant is entitled to the Takaful cover as per the terms and conditions contained in the Takaful Certificate. Payment of sum covered to participants is payable from the Fund based on the concept of Tabarru'.

This scheme also applies the Wakalah (agency) concept, whereby the participant appoints the Takaful Operator to act on behalf of them to invest and manage General Takaful Fund (Fund). The Fund is collectively owned by the Participants where Tabarru' portion of the contribution is placed for the purpose of takaful. Accordingly, the participant agrees to pay the upfront Wakalah Fee (as shown in the Product Disclosure Sheet or/and the Takaful Certificate) to the Takaful Operator as a deduction of certain amount of contributions, to cover the expenses of managing and operating the Fund based on the following rates:

Commission	: 15% of Contribution
Management Expenses	: 12% of Contribution
Total Wakalah Fee	: 27% of Contribution

The Participant also agree to authorize the Takaful Operator to delegate its rights, duties and obligations to any third party as the Takaful Operator deem fit for the purpose of achieving the objective to invest and manage the Fund, provided that, in the event of any such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

At the end of each financial year, the distributable surplus (if any) from the Fund will be determined annually and will only be payable for annual Certificate. The distribution, if any, makes allowance for contingency provisions, and is subject to the surplus policy approved by the Takaful Operator's Shariah Committee. The Participant agrees that the Takaful Operator will receive 50% of distributable surplus for operating and managing the Fund based on the contract of Ju'alah (wage). The balance of 50% will be shared amongst participants whose Takaful certificates have not terminated and who have not made any claim prior to the expiry of their Takaful certificates.

In the event of insufficient balance in the Fund to pay the Participant's Takaful benefits during the period of Takaful, the Takaful Operator will make good the balance in the Fund under the principle of Qard (interest-free loan) from the shareholder's fund provided that the insufficiency is not due to the Takaful Operator's negligence. If the insufficiency is due to the Takaful Operator's negligence, the Takaful Operator will make the outright transfer for the insufficiency. The participants further agree that any future surplus arising from the Fund during their Takaful period can be used to pay for outstanding Qard to the Takaful Operator.

The participant further agrees that if the surplus or any sum payable is less than Ringgit Malaysia Ten (RM 10.00), it will automatically be credited to charitable fund, which will be utilized as Amal Jariah on his/her behalf. The fund will be distributed to eligible recipients as approved by the Takaful Operator's Shariah Committee for charitable purposes.

**Definitions:**

**"General Takaful Fund ("Fund")"** means the Participants' account where Tabarru' portion of the Contribution is placed for the purpose of Takaful. The Fund is collectively owned by the Participants and the Sum Covered shown in the Takaful Schedule is payable from the Fund.

**"Ju'alah"** is a wage contract. It is an exchange contract for a known or unknown task, that is difficult to precisely determine and for which payment is due only once the work has been completed. In relation to this Certificate, it refers to the reward given to the Takaful Operator agreed upfront by the Participant and the Takaful Operator for good management of the Fund.

**"Qard"** in the context of this Certificate, means an interest-free loan which is given by the Takaful Operator to the General Takaful Fund when it becomes insufficient to fulfil its Takaful obligation provided that the insufficiency is not due to the Takaful Operator's mismanagement or negligence. The loan will be repaid by the future surpluses from the General Takaful Fund. If the insufficiency is due to the Takaful Operator's mismanagement or negligence, the Takaful Operator will make the outright transfer for the insufficiency.

**"Tabarru"** means contribution donation or gift. In the context of this Certificate, this means Contribution for the purpose of Takaful. This portion is placed in the General Takaful Fund.

**"Takaful"** means mutual assistance, based on the spirit of brotherhood and solidarity, whereby the Participants agree to assist each other financially in case of certain defined needs.

**"Wakalah"** refers to a contract where a party, as principal authorizes another party as his agent to perform a particular task on matters that may be delegated with or without imposition of a fee. In the context of this Certificate, this means that the Participant has appointed the Takaful Operator to invest and manage the General Takaful Fund on his/her behalf. The Participant has also authorized the Takaful Operator to delegate its rights, duties and obligations to any third party as it deems fit. In the event of such delegation, the Takaful Operator will remain liable and responsible for all such rights, duties and obligations towards the Participant.

## Clauses

**The following clauses, endorsements and warranties are applicable to this Certificate:**

### **1. Contribution Warranty**

It is fundamental and absolute special condition of this contract of Takaful that the Contribution due must be paid and received by the takaful operator within sixty (60) days from the inception date of this certificate/endorsement/renewal certificate.

If this condition is not complied with then this contract is automatically cancelled and the takaful operator shall be entitled to the pro rata Contribution for the period they have been on risk.

Where the Contribution payable pursuant to this warranty is received by Takaful agent, the payment shall be deemed to be received by the takaful operator for the purpose of this warranty and onus of proving that the Contribution payable was

received by a person, including a Takaful agent, who was not authorised to receive such Contribution shall lie on the takaful operator.

Subject otherwise to the terms and conditions of this Certificate.

## 2. Data Protection Obligations and Rights

We shall be able to process Personal Data according to the Section 4 of the Personal Data Protection Act 2010. We shall be able to disclose Personal Data provided by You, as the context may require to:

- a) Etiqa General Takaful Berhad, Etiqa General Insurance Berhad, Etiqa Life International (L) Ltd or Etiqa Offshore Insurance (L) Ltd;
- b) Other entities within the Maybank Group;
- c) Our authorised agents and service providers with whom We have contractual agreements for some of Our functions, service and activities;
- d) Other takaful operators or insurance companies and distribution partners (such as, banks, Islamic banks, insurance brokers, takaful brokers, reinsurance companies and retakaful operators);
- e) Industry trade associations such as Life Insurance Association of Malaysia (LIAM), Persatuan Insurans Am Malaysia (PIAM) & Malaysian Takaful Association (MTA);
- f) Our merchants and strategic partners;
- g) Any parties authorised by You (from time to time); or
- h) Regulatory enforcement and governmental agencies as permitted or required by law, authorised by any order of court or to meet obligations to regulatory authorities.

You will keep Us updated in respect of all such Personal Data as soon as is practicable.

We shall not be liable for any direct or indirect loss or damage due to any inaccuracy or incompleteness in the Personal Data provided to Us.

We may from time to time request that You provide other Personal Data required for the purposes of this Certificate.

Prior to providing Us with the Personal Data of the Covered Person, or another individual, You must inform that individual of Our privacy notice.

## General Provision

### Right to terminate due to Anti-Money Laundering and Counter Financing of Terrorism

If we discover, or have justified suspicion, that the Certificate is exploited for money laundering activities or to finance terrorism, we reserve the right to terminate the Certificate immediately. We shall deal with all contributions paid and all benefits or sums payable in respect of the Certificate in accordance with any applicable laws.

## Important Notice

The Ombudsman for Financial Services (OFS) and Bank Negara Malaysia's Laman Informasi , Nasihat & Khidmat (LINK) alternative avenues for members of the public to seek redress against unfair market practices.

### **Procedure for Complaint to OFS**

The Ombudsman for Financial Services (OFS) may be contacted by the Claimant or Participant, in the event that the Claimant or Participant is dissatisfied with the decision of Etiqa General Takaful Berhad to a dispute, or Etiqa General Takaful Berhad's failure to respond to a complaint within sixty (60) days. The OFS contact details are as follows:

Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my) OR Facsimile Number: +603 2272 1577 OR

Postal address:  
Chief Executive Officer  
Ombudsman for Financial Services  
Level 14, Main Block, Menara Takaful Malaysia  
No.4, Jalan Sultan Sulaiman  
50000, Kuala Lumpur

Alternatively, the Claimant or Participant may file the dispute in person at the OFS office.

The OFS must be contacted within six (6) months from the date of the final decision from Etiqa General Takaful Berhad to the dispute of the Claimant or Participant.

For further details on the OFS, please obtain the information pamphlets from Etiqa General Takaful Berhad or visit the OFS website at [www.ofs.org.my](http://www.ofs.org.my)

Engagement of the OFS is subject to the terms of reference pursuant to section 138 of the Islamic Financial Services Act 2013. Contacting the OFS does not affect the Claimant's or Participant's right to take legal action against Etiqa General Takaful Berhad should they be dissatisfied with the outcome by the OFS.

### **Procedure for Complaint to LINK**

Any Participant or Claimant who is not satisfied with the conduct of the Takaful Operator may write to LINK, giving details of the complaint, the name of the Takaful Operator and the Certificate number or the claim number.

Copies of the correspondence (if any) between the Participant or the Claimant and the Takaful Operator may be sent to facilitate tracing the case file kept by the Takaful Operator.

The contact details are as follows:  
Director, Jabatan LINK dan Pejabat Wilayah  
Bank Negara Malaysia  
Jalan Dato' Onn  
50480 Kuala Lumpur  
Telephone Number: 1 300 88 5465  
Facsimile Number: +603 2174 1515  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

## Our Commitment to High Standard of Customer Service

We do everything We can to ensure that You receive the high standard of service You expect. If We fall below these standards, or You are unhappy with Our service, please write to Our Head of Feedback Centre who will ensure that Your feedback is dealt with instantly.

The address is:

Etiqua General Takaful Berhad  
Complaint Management Unit  
Level 6, Tower B, Dataran Maybank  
No 1, Jalan Maarof  
59000 Kuala Lumpur, Malaysia  
Telephone Number: 1300 13 8888 or +603 2780 4500  
Email: [complaint\\_cmu@etiqua.com.my](mailto:complaint_cmu@etiqua.com.my)